

PURCHASING DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
(954) 828-5140
FAX (954) 828-5576

City of Fort Lauderdale
INVITATION TO BID/REQUEST FOR PROPOSAL
e-mail: purchase@ci.fort-lauderdale.fl.us

ITB NO. 411-8567

ISSUE DATE: 9/31/01
PAGE 1 OF 7
**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.**
ON: September 18, 2001

TITLE: RUST PREVENTIVE PAINT (ANNUAL CONTRACT)

PROCUREMENT SPECIALIST: David E. Nash, CPPB

DEPT: Central Stores

CONTACT FOR TECHNICAL QUESTIONS: same

PHONE: (954) 828-5794

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes_____ No_____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____	State or reference any variances (section 1.06)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	Web site address: http://www/ _____
Payment Terms: (section 1.03) _____% , net _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____	
How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit via Facsimile. Facsimile bids will not be accepted.	
Each bid envelope must be sealed with the following information stated on the OUTSIDE of the envelope:	
BID/RFP No. 411-8567 Title: RUST PREVENTIVE PAINT (ANNUAL CONTRACT) Opens: 9/18/01 2:00 PM	
Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date

City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

A quotation received in response to this ITB will be considered to be a firm offer held for acceptance for ninety (90) days from quotation due date. Deduct trade discounts and quote firm prices. In the case of a discrepancy, the unit price will prevail. The City is exempt from Federal Excise and Florida Sales Taxes. All prices quoted shall be F.O.B. destination.

If approved Equal is listed in the specifications, the quotation must contain adequate information to ensure that the quoted item meets the required criteria. If estimated quantities are listed, they are for information purposes only, and no warranty or guarantee of quantities is given or implied.

Bids will only be considered from firms who are qualified to provide the required product or service. The City reserves the right to reject bids where evidence or evaluation by the City is determined to indicate inability to perform. The City reserves the right to award to the quotation(s) that will best serve the interest of the City, to reject any or all quotations, or to cancel the ITB and reissue. The City also reserves the right to waive minor variations or irregularities in the specifications or in the bidding process.

Items delivered will remain the property of the seller until accepted to the satisfaction of the City. Those that do not conform to bid specifications may be rejected and returned at sellers expense.

If seller is required to go on City property to perform work, he/she shall assume all responsibility and expense of obtaining insurance, as required by the City. The City reserves the right to cancel any contract for cause upon written notice, and for convenience upon thirty (30) days written notice. There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract. Seller shall not transfer or assign the performance required by this ITB without prior written consent of the City Manager, or designee.

The seller agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the seller under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107A Rev 7/01

01. Purpose

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, for the purpose of establishing an annual contract to provide **rust preventive enamel paint** to the Central Stores Warehouse in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB). Items are to be bid at a firm percentage discount off the prices listed in an accepted manufacturer's price list.

02. Information or Clarification

For information concerning procedures for responding to this ITB, or questions of a technical nature, contact Central Stores Supervisor David Nash at (954) 828-5794. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

03. Questions and Addendum

Any questions that bidders wish to have addressed and which might require an addendum must be submitted to the Purchasing Department in writing at least 10 days prior to bid due and open date. If required, written addendum will be issued within 2 days to all proposers who have received a copy of this Invitation To Bid (ITB). To facilitate receipt of questions they may be sent via FAX to (954) 828-5576, Attn: David Nash, or by e-mail to daven@ci.fort-lauderdale.fl.us.

04. Term of Contract

The contract shall be for a term of one (1) year. It is anticipated that the contract will begin on or about October 1, 2001. The City reserves the right to extend the contract for two (2) additional one (1) year terms, provided both parties to the contract agree, all terms and conditions remain the same and that such extension is approved by the City.

05. Award

Award of the contract shall be made on the basis of the lowest cost to the City offered by a responsive and responsible bidder. Tie bids shall be decided by the Purchasing Manager. This contract will be awarded in total to one vendor. You must bid on all items in order to be considered for award. A copy of the bid tabulation will be sent to any bidder that provides a self-addressed, stamped envelope with their bid. Alternatively, the bid may be viewed on the City's website at www.ci.fort-lauderdale.fl.us/purchasing/index.htm.

06. Prices to be Firm

All prices bid herein must remain firm for the first year of the contract. All prices bid are to be FOB delivered to Central Stores, 1301 SW 2nd Ct., Fort Lauderdale, FL, 33312.

07. Price Increases

Costs for all products purchased under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly

percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

08. Specified Products

For reasons of consistency in previous applications, vendors will bid only Rustoleum or Krylon. No other brands will be considered.

09. Additional Items

The City may require additional items of a similar nature, but not specifically listed in the Contract. The Contractor agrees to provide such items and shall provide the City prices on such additional items based upon a formula or method, which is the same, or similar to that used in establishing the prices in his original bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

10. Performance

It is the intention of the City to purchase items as specified herein from a source of supply that will give prompt and convenient shipment and service. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to make purchases from other sources, when necessary, should a successful bidder be unable to supply items on a timely basis.

11. Lobbying

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.ci.fort-lauderdale.fl.us/documents/index.htm>

12. Estimated Purchases

The items and quantities listed below are based on the past year's usage and may be used by the bidder as a guide. No warranty is given or implied as to the actual items and quantities that will be purchased during the term of any resulting contract. Items will be ordered on an as-needed basis.

BIDDER PROPOSAL PAGE:

BIDDER NAME:_____

ITEM NUMBER	DESCRIPTION	REQUESTED QUANTITY	UNIT PRICE	EXTENSION
<u>Group I: Spray Cans, 15 oz. Net Wt.</u>				
630-62- 600515	Aluminum (Spray) Krylon Rust Tough 159 or Rustoleum Hard Hat #2115	12 CANS	\$_____	\$_____
630-62- 600815	Black, Gloss (Spray) Krylon Rust Tough 799 or Rustoleum Hard Hat #2179	600 CANS	\$_____	\$_____
630-62- 601015	Blue, Light Blue (Spray) Krylon Rust Tough 239 or Rustoleum Hard Hat #2123	12 CANS	\$_____	\$_____
630-62- 601512	Blue, Deep Blue (Spray) Krylon Rust Tough 259 or Rustoleum Hard Hat #2125	60 CANS	\$_____	\$_____
630-62- 602015	Gray, Dk. Mch. (Spray) Krylon Rust Tough 879 or Rustoleum Hard Hat #2187	36 CANS	\$_____	\$_____
630-62- 602515	Green, Dark (Spray) Krylon Rust Tough 379 or Rustoleum Hard Hat #2137	84 CANS	\$_____	\$_____
630-62- 609200	Green, Safety (Spray) Krylon Rust Tough 339 or Rustoleum Hard Hat #2133	12 CANS	\$_____	\$_____
630-62- 606015	Red, Bright (Spray) Krylon Rust Tough 649 or Rustoleum Hard Hat #2164	360 CANS	\$_____	\$_____
630-62- 606515	Red, Primer, Damp Proof (Spray) Krylon Rust Tough 699 or Rustoleum Hard Hat #2169	120 CANS	\$_____	\$_____

STOCK NUMBER	DESCRIPTION	QUANTITY REQUESTED	UNIT PRICE	EXTENSION
630-62- 607015	White, Hi-Gloss (Spray) Krylon Rust Tough 929 or Rustoleum Hard Hat #2192	288 CANS	\$_____	\$_____
630-62- 609015	Yellow, Equip. (Spray) Krylon Rust Tough 489 or Rustoleum Hard Hat #2148	156 CANS	\$_____	\$_____

Group II: Gallon Cans

630-62- 606001	Red, Fire Hydrant (Gal.) Krylon Rust Tough 641 Rustoleum Industrial Enamel #1210	24 CANS	\$_____	\$_____
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GRAND TOTAL \$_____

CHECK LIST

- _____ HAVE YOU FILLED IN ALL SPACES AS REQUESTED?
- _____ PRICES BID HEREIN ARE TO BE QUOTED FOB DELIVERED CENTAL STORES,
1301 SW. 2nd CT., FORT LAUDERDALE, FL 33312.
- _____ IF YOU DESIRE TO RECEIVE A COPY OF THE COMPLETED BID TABULATION,
PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH YOUR BID.
OR VIEW IT ON THE WEB AT www.ci.fort-lauderdale.fl.us/purchasing/index.htm